doubtedly made between an adverse possessor who holds under a paramount title and one who does not. If his right is complete at the time of the grant, it is generally held that this constitutes sufficient eviction to support an action for breach of the covenant. *Moore* v. *Vail*, 17 Ill. 185. But if the grantor has the paramount title a mere tortious adverse possession is not a breach of warranty. *Noonan* v. *Lee*, 2 Black (U. S.) 499.

DAMAGES — MEASURE OF DAMAGES — TROVER FOR CONVERSION OF GOODS IN TRANSIT. — The defendant, at Buffalo, seized certain horses shipped by the plaintiff from Chicago to Liverpool. The plaintiff brought trover for the conversion. *Held*, that the plaintiff may recover the market value of the horses at Liverpool less the cost of carriage and of effecting a sale there. *Wallingford* v. *Kaiser*, 191 N. Y. 392.

The general measure of damages in trover is the market value of the property at the time and place of conversion, with interest. *Spicer* v. *Waters*, 65 Barb. (N. Y.) 227. Where, however, a common carrier converts goods delivered for transportation, the universal rule is that the carrier is liable for the value of the goods at the place of destination. *Sturgess* v. *Bissell*, 46 N. Y. 462. But this rule of liability is based on the carrier's breach of either his common law or his contractual duty to deliver, and not on the mere conversion. To allow the plaintiff to recover in trover for his loss of profits is to allow him consequential damages, since his only direct loss is the loss of his property at the time and place of conversion. In this country it seems to be generally held that consequential damages are not recoverable in actions of trover. *Seymour* v. *Ives*, 46 Conn. 109. And the same is true in England unless special damage is alleged and proved. *Bodley* v. *Reynolds*, 8 Q. B. 779.

DEDICATION — RESTRICTIONS ON DEDICATION — LIMITATIONS IN AN IMPLIED DEDICATION. — A steam railroad constructed a crossing over its right of way, which was owned in fee. After the public had used it as an ordinary street for several years the railroad sought to enjoin a street railroad from using the crossing. *Held*, that the railroad is not entitled to the injunction. *Michigan Central R. Co.* v. *Hammond, W. & E. C. Elec. Ry. Co.*, 83 N. E. 650 (Ind., App. Ct.).

The operation of a street railroad is an ordinary use of a public street and is not an additional burden on the easement. *Taggart* v. *Newport St. Ry. Co.*, 16 R. I. 668. When a steam railroad obtains a right of way across a public street, it does so subject to the easement of the general public to use the street and therefore cannot object to its tracks being crossed by those of a street railroad. *Chicago, etc., Ry. Co.* v. *Whiting*, 139 Ind. 297; *C., B. & Q. R. R. Co.* v. *West Chicago St. R. R. Co.*, 156 Ill. 255. In the present case the public obtained the street by the implied dedication of the railroad, and it was argued that the dedication was limited to the easement of a foot and carriage way. If such a restricted dedication were made by deed or writing, it might be sustained, although to allow such restrictions seems contrary to sound public policy. See 21 HARV. L. REV. 356. To go further, allowing the dedicator to impose limitations on the apparent scope of his dedication by showing his intent, would be confusing and unjustifiable. When, as in this case, the evidence shows that a highway has been dedicated, all the customary uses of a highway are proper. *South East, etc., Ry. Co.* v. *Evansville, etc., Ry. Co.*, 82 N. E. 765 (Ind.).

EASEMENTS — PRESCRIPTION — INTERRUPTION BY INCREASING BURDEN. — The defendant erected and operated a two-track elevated railroad for seventeen years. It then erected a third track between the two on the same supports, and maintained it for five years. The plaintiff, an abutting owner, sued for interference with his easements of light, air, and access. *Held*, that the defendant has not acquired a prescriptive right to maintain the original tracks. *Roosevelt* v. *N. Y. El. R. R. Co.*, 38 N. Y. L. J. 2515 (N. Y., Sup. Ct., March, 1908).

The fact that the defendant's charter contains a provision for compensation of abutting owners does not prevent its user from being adverse. *Lehigh Valley R. R. Co.* v. *McFarlan*, 43 N. J. L. 605. The whole question therefore is